

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

RELIASTAR LIFE INSURANCE
COMPANY,

Plaintiff,

CASE NO. 2:07-CV-1084-

vs.

ROBERT W. CAVINESS, DALLAS
C. CAVINESS, and RHONDA CAVINESS
PIERCE (in her capacity as guardian for
D. C. CAVINESS, a minor),

Defendants.

COMPLAINT FOR INTERPLEADER

Now comes Plaintiff, ReliaStar Life Insurance Company ("ReliaStar"), for its
Complaint for Interpleader and states and alleges as follows:

PARTIES

1. ReliaStar is a Minnesota company with its principal place of business in Minneapolis, Minnesota. At all relevant times, ReliaStar was qualified to do business in the State of Alabama.
2. Robert W. Caviness is over the age of 19 and a resident citizen of the State of Alabama.
3. Dallas C. Caviness is over the age of 19 and a resident citizen of the State Alabama.

4. Rhonda Caviness Pierce (f/k/a Rhonda Caviness) is over the age of 19 and is the guardian and mother of DEVIN B. CAVINESS, a minor, both of whom are residents of the State of Alabama.

JURISDICTION

5. This is an action for interpleader over competing claims to the proceeds of a group life insurance policy. The group life insurance policy at issue is part of a multi-employer plan governed by the Employee Retirement Income Security Act ("ERISA") 29 U.S.C. § 1001 *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331.

6. Venue is proper in this Judicial District and Division pursuant to 28 U.S.C. § 1397 because one or more Defendant(s) reside within this District.

INTERPLEADER

7. ReliaStar issued group life insurance policy 63306-2-GAT (the "Group Policy") to Policyholder, Trustees of the National Elevator Industry Health Benefit Plan ("NEIHBP"), as part of the NEIHBP's multi-employer benefit plan as that term is defined by the Employee Retirement Income Security Act ("ERISA") 29 U.S.C. § 1001 *et seq.*

8. George W. Caviness, Jr. was an employee of a participating employer as those terms are defined by the Group Policy and was eligible for life insurance coverage under the Group Policy beginning on September 1, 1992.

9. On December 13, 2004, George W. Caviness, Jr. designated his brother, Robert W. Caviness, as the beneficiary of his life insurance benefits under the Group Policy.

10. On or about February 23, 2004, the Circuit Court of Shelby County, Alabama entered a Final Judgment of Divorce dissolving the marriage of George W. Caviness, Jr. and Rhonda R. Caviness, who is upon information and belief now known as Rhonda Caviness Pierce.

11. As part of the Final Judgment of Divorce, the Court ratified, approved and confirmed the Agreement of the Parties executed on January 23, 2004, by George W. Caviness, Jr. and Rhonda R. Caviness.

12. The Final Judgment of Divorce and Agreement of the Parties provided, in part, that George W. Caviness, Jr. "shall maintain and name [D██████ C██████ and Dallas C. Caviness] the irrevocable beneficiary of a policy of life insurance on his life provided through his employer for so long as there is an obligation for child support or college expenses to be paid."

13. George W. Caviness, Jr. passed away on January 25, 2007, due to sequaele secondary to acute and chronic ethanol abuse.

14. Forty-Thousand Dollars (\$40,000) is due and payable as life insurance benefits under the Group Policy as a result of the death of George W. Caviness, Jr.

15. No change was made to the beneficiary designation for George W. Caviness, Jr.'s life insurance coverage under the Group Policy between December 13, 2004, and George W. Caviness Jr.'s death. Consequently, the named beneficiary remained Robert W. Caviness.

16. Robert W. Caviness has filed a claim for the life insurance benefits insuring the life of George W. Caviness, Jr. claiming entitlement by virtue of his status as the named beneficiary.

17. Dallas C. Caviness has filed a claim for the life insurance benefits insuring the life of George W. Caviness, Jr. claiming entitlement by virtue of the Final Judgment of Divorce and Agreement of the Parties entered in the Circuit Court of Shelby County, Alabama.

18. Rhonda Caviness Pierce, in her capacity as mother and guardian of D[REDACTED] [REDACTED], a minor, has filed a claim for the life insurance benefits insuring the life of George W. Caviness, Jr. on behalf of D[REDACTED] [REDACTED] by virtue of the Final Judgment of Divorce and Agreement of the Parties entered in the Circuit Court of Shelby County, Alabama.

19. Consequently, there are competing claims to the life insurance proceeds of the Group Policy.

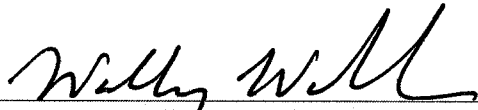
20. ReliaStar is unable to pay the Group Policy proceeds to either of the claimants as to do so would subject it to multiple liability.

21. ReliaStar is a disinterested stakeholder with respect to the proceeds of the Group Policy and claims no beneficial interest therein, except for the attorney's fees and costs incurred in bringing this interpleader action as the Court in its discretion may deem appropriate to award. ReliaStar respectfully seeks the Court's permission to deposit the proceeds due under the Group Policy into the Court's Registry, all of which is payable by virtue of the death of George W. Caviness, Jr.

WHEREFORE, Plaintiff ReliaStar Life Insurance Company respectfully requests the following relief:

1. That the Court accept the proceeds of the Group Policy, plus interest into its Registry;

2. That the Court require the named defendants to enter appearances and interplead their claims to the proceeds;
3. That the Court permit this interpleader action to go forward and enter judgment that ReliaStar is discharged from liability and dismiss ReliaStar , with prejudice, from the interpleader action;
4. That the Court award ReliaStar its costs and attorney's fees to be paid from the interplead funds;
5. That on final hearing, the Court award the proceeds to whomever the Court deems to be rightfully and legally entitled to the proceeds; and
6. That the Court award ReliaStar such other and further relief as the Court deems just and equitable.



George W. Walker, III (WAL097)
COUNSEL FOR PLAINTIFF
RELIASTAR LIFE INSURANCE COMPANY

OF COUNSEL:

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SERVICE INSTRUCTIONS

Serve Defendants via certified mail, restricted delivery, as follows:

Robert W. Caviness
Rt. 1, Box 132J
Alexander City, AL 35010

Dallas C. Caviness
1554 Sequoia Trail
Helena, AL 35080

Rhonda Caviness Pierce, as Guardian
for D [REDACTED] C [REDACTED], a Minor
1554 Sequoia Trail
Helena, AL 35080

DUPLICATE

Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602001538
Cashier ID: brobinso
Transaction Date: 12/12/2007
Payer Name: COPELAND FRANCO SCREWS

CIVIL FILING FEE
For: COPELAND FRANCO SCREWS
Case/Party: D-ALM-2-07-CV-001084-001
Amount: \$350.00

CHECK
Check/Money Order Num: 57030
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

RELIASTAR ETC V. CAVINESS ET AL

DUPLICATE

Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602001539
Cashier ID: brobinso
Transaction Date: 12/12/2007
Payer Name: ING RELIASTAR LIFE INSURANCE C

COMM REG MONEY MARKET
For: RELIASTAR LIFE INSURANCE
Case/Party: D-ALM-2-07-CV-001084-001
Amount: \$41,381.54

CHECK
Check/Money Order Num: 10090297
Amt Tendered: \$41,381.54

Total Due: \$41,381.54
Total Tendered: \$41,381.54
Change Amt: \$0.00

RELIASTAR LIFE INS V. CAVINESS ET
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